

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

FEB 9 12:48 PM '71
OLLIE FARNSWORTH
R.M.C.

BOOK 1180 PAGE 307

MORTGAGE OF REAL ESTATE

TO ALL WHOM THESE PRESENTS MAY CONCERN:

WHEREAS, **TERRY E. SAVAGE AND SALLY D. SAVAGE**

(hereinafter referred to as Mortgagor) is well and truly indebted unto **PAUL B. COSTNER, SR.**

(hereinafter referred to as Mortgagee) as evidenced by the Mortgagor's promissory note of even date herewith, the terms of which are incorporated herein by reference, in the sum of **SIX THOUSAND SIX HUNDRED AND NO/100**

-----Dollars (\$6,600.00) due and payable at the rate of Eighty Six and 74/100 (\$86.74) Dollars per month on the fifteenth day of each month beginning on the 15th day of February, 1971 and continuing on the first day of each successive month until principal and interest have been paid in full. Said payments shall be applied first to interest, balance to principal and mortgagors shall have privileges of anticipation in any amount without penalty with interest thereon from date at the rate of _____ date _____ per centum per annum, to be paid: **monthly on unpaid balance**

WHEREAS, the Mortgagor may hereafter become indebted to the said Mortgagee for such further sums as may be advanced to or for the Mortgagor's account for taxes, insurance premiums, public assessments, repairs, or for any other purposes:

NOW, KNOW ALL MEN, That the Mortgagor, in consideration of the aforesaid debt, and in order to secure the payment thereof, and of any other and further sums for which the Mortgagor may be indebted to the Mortgagee at any time for advances made to or for his account by the Mortgagee, and also, in consideration of the further sum of Three Dollars (\$3.00) to the Mortgagor in hand well and truly paid by the Mortgagee at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the Mortgagee, its successors and assigns:

"ALL that certain piece, parcel or lot of land, with all improvements thereon, or hereafter constructed thereon, situate, lying and being in the State of South Carolina, County of **Greenville**, being known and designated as Lot No. **48** of plat entitled Cedar Terrace and recorded in the RMC Office for Greenville County in Plat Book BBB at page 137, and having such metes and bounds, as shown thereon.

LESS, HOWEVER, a small triangular lot being conveyed to Walter Franz Williams being described as follows:

BEGINNING at an iron pin on the northeasterly side of Ellen Lane, joint front corner of Lots 48 and 49 and running thence along the line of Lot 49, N. 35 E. 36 feet to a point on said line; thence in a southwesterly direction to a point on the northeasterly edge of Ellen Lane, which point is located 4 feet 10 inches from the joint corner of Lots 48 and 49; thence along the edge of Ellen Lane in a southeasterly direction 4 feet 10 inches to the point of beginning.

This is the identical property conveyed to the mortgagors by deed of James E. Dodenhoff, Jr., et al recorded in Deed Book 903 at page 151.

This mortgage is second in lien to that held by First Federal Savings and Loan Association in the original amount of \$18,000.00 recorded in Mortgage Book 1115 at page 449.

There shall be a total of 96 monthly payments hereunder.

Together with all and singular rights, members, hereditaments, and appurtenances to the same belonging in any way incident or appertaining, and of all the rents, issues, and profits which may arise or be had therefrom, and including all heating, plumbing, and lighting fixtures now or hereafter attached, connected, or fitted thereto in any manner; it being the intention of the parties hereto that all such fixtures and equipment, other than the usual household furniture, be considered a part of the real estate.

TO HAVE AND TO HOLD, all and singular the said premises unto the Mortgagee, its heirs, successors and assigns, forever.

The Mortgagor covenants that it is lawfully seized of the premises hereinabove described in fee simple absolute, that it has good right and is lawfully authorized to sell, convey or encumber the same, and that the premises are free and clear of all liens and encumbrances except as provided herein. The Mortgagor further covenants to warrant and forever defend all and singular the said premises unto the Mortgagee forever, from and against the Mortgagor and all persons whomsoever lawfully claiming the same or any part thereof.